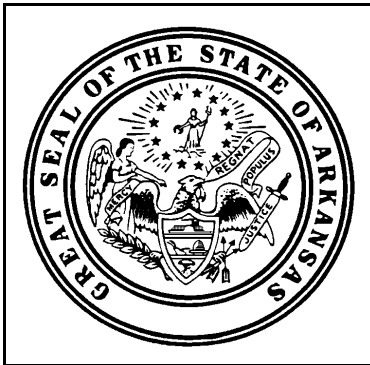


**STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY**



**MOWING  
FORMER CEDAR CHEMICAL FACILITY, WEST HELENA, PHILLIPS COUNTY,  
ARKANSAS**

**DATE:** August 22, 2008

**FOR:** Arkansas Department of Environmental Quality  
5301 Northshore Drive  
North Little Rock, Arkansas 72118 – 5317  
(501) 683-0069 or (501) 682-0860

**CONTRACT SCOPE, FORMS AND CONDITIONS**

Document 00130: Invitation for Quotes  
Document 00410: Quote  
Document 00520: Agreement Form  
Document 00700: General Conditions

**TECHNICAL SPECIFICATIONS**

Section 01010.....Summary of Work  
Section 01070.....Health and Safety Requirements  
Section 01400.....Quality Control  
Section 01560.....Environmental Protection  
Section 02972.....Mowing  
Aerial Photo of Cedar Chemical Facility Boundary

INVITATION FOR QUOTE  
Document 00130

OWNER:     Arkansas Department of Environmental Quality (ADEQ)  
              5301 Northshore Drive  
              North Little Rock, Arkansas 72118 – 5317  
              (501) 682-0744

PROJECT:    Mowing  
              Former Cedar Chemical Facility  
              West Helena, Arkansas

ADEQ invites prospective Offerors to submit a quote for a mowing Contract of the Former Cedar Chemical Facility located within the Helena-West Helena Industrial Park, approximately one and one quarter mile southwest of the intersection of U.S. Highway 49 and State Highway 242. Offerors are expected to inspect the site and to inform themselves of all site and local conditions. The quote (Document 00410 herein) shall be completed and submitted to ADEQ by 4:00 p.m. local time, September 2, 2008.

ADEQ will review and tabulate the amounts from the quotes and the Contract will be awarded to the lowest responsive and responsible offeror.

The successful Offeror will be required to furnish the appropriate insurances, licenses, permits and disclosures as required by ADEQ and the State.

The State reserves the right to reject any and all quotes, and to waive any formalities.

Pursuant to Arkansas Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit quotes for the work. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

END OF DOCUMENT

QUOTE  
Document 00410

QUOTE FROM: \_\_\_\_\_

\_\_\_\_\_

NOTIFICATION  
ADDRESS AND  
CONTACT NAME: \_\_\_\_\_

\_\_\_\_\_

QUOTE TO: Arkansas Department of Environmental Quality

PROJECT: Mowing – Former Cedar Chemical Facility

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed work, the undersigned proposes to provide all labor, materials, services, and equipment necessary for, or incidental to, the work in accordance with the Contract Documents within the time set forth, for each of the mowing events (maximum of ten mowing events)

\$ \_\_\_\_\_  
Dollar Amount Is To Be Shown Numerically

Item	Approx. Quantity	Unit	Item and Unit Price	Unit Price Per Mowing	Item Total
1	10	Event	Mowing – Former Cedar Chemical Facility	\$	\$
Summation of Item Totals =					

2. Completion Date: Contract time shall be one (1) year beginning July 1, 2008 and ending June 30, 2009. The facility is currently for sale. When the facility is sold the need for mowing may be discontinued.
3. Offeror agrees the work will be substantially complete and ready for payment in accordance with the Contract Documents three (3) weeks after ADEQ authorizes each mowing event. Authorization will be issued by ADEQ for each mowing event. All mowing events may not be authorized.
4. The undersigned, in compliance with the Contract Documents for the Work of the above named project, does hereby declare:
  - a. That the undersigned understands that the State reserves the right to reject any and all quotes and to waive any formality.

- b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents, will commence work within seven (7) days after the date of the notice to proceed, and will complete the Contract fully by Completion Date indicated.
- c. Each mowing event shall be separately authorized by ADEQ and fully complete within above stated timeframe. If the undersigned fails to complete each event, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of fifty dollars (\$ 50.00 ) for each calendar day of delay until the work is completed or accepted.
- d. That this quote may not be withdrawn for a period of sixty (60) days.
- e. The undersigned understands that the Owner's intent is to mow all grass and vegetation areas and trim around curbs, trees and brushes all of the areas within the Former Cedar Chemical Facility boundary within the designated dollar amount established by the funds appropriated for the project.
- f. The names of subcontractors and the nature of the work to be performed by each one have been included within the Quote.
- g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., if the quote exceeds \$75,000 and the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.
- h. Quotes submitted by a <sup>↗</sup>Joint Venture/Joint Adventure<sup>↗</sup> shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the submittal. Therefore, joint venture offerors shall indicate at least two (2) signatures on the Quote.

Respectfully Submitted:

\_\_\_\_\_  
Name of Offeror (Typed or Printed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address

BY: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal ID Number or SSN#

\_\_\_\_\_  
Date of Quote

END OF DOCUMENT

AGREEMENT FORM  
Document 00520

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between  
\_\_\_\_\_ hereinafter referred to as the Contractor, and Arkansas Department of  
Environmental Quality hereinafter referred to as Owner in accordance with Ark. Code Ann. § 22-2-101 et seq.,

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \$\_\_\_\_\_ to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, to operate and maintain that certain project in Phillips County, designated as

Project Name: Mowing – Former Cedar Chemical Facility

consisting of work more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Quote; General Conditions; Drawings and Specifications; notice to proceed; authorizations to mow; and any other authorized and agreed to in writing changes in the Work. All work shall be in exact accord with the Contract Documents. The ADEQ shall have direct contract supervision. Said construction shall be to the satisfaction of the ADEQ, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as an authorized change. Said document shall not be effective unless approved by the ADEQ. Once effective, the change shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.
3. The Contractor agrees, for the consideration set forth in the Quote, to begin work within seven (7) calendar days after a notice to proceed is issued. In addition, Contractor agrees to complete the each mowing event within three (3) weeks after receiving ADEQ authorization for mowing. If the Contractor fails to complete the work within the timeframe herein specified, he shall pay to the Owner, as, liquidated damages and not in the nature of a penalty, the sum specified in the Contract Documents for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.
4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the State, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner with approval given by ADEQ. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.
5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the ADEQ.
6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.
8. Contractor shall promptly repair, at his own expense and to the satisfaction of the ADEQ, damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the State harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.
9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.
10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.
  - a.) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:
    - ↑ Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.↑
  - b.) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to ADEQ, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.
  - c.) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
12. ADEQ, at its discretion, may offer to extend the Contract Time if it would be in the best interest of the State and if mutually agreed to by Contractor

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

WITNESS: \_\_\_\_\_

Affix Corporate Seal (if any)

Address: \_\_\_\_\_

OWNER

BY: Arkansas Dept. of Environmental Quality

ADDRESS: 5301 Northshore, North Little Rock, AR

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

END OF DOCUMENT

